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July 3, 1996

Via Facsimile and Certified Mail (Return Receipt Requested)

Larry G. Shipp
Combined Companies, Inc.
7061 West Commercial Boulevard, Suite 5K
Tamarac, Florida 33319

Dear Mr. Shipp:

This letter responds to your June 25 letter to me (Attachment A, enclosed) and also to your June 18 letter to Carl Williams (Attachment B, enclosed). I will not engage in the kind of self-serving rhetoric that characterizes your letter to me, and will instead address the substantive issues you have raised.

You claim that AT&T, by placing tariffed shortfall charges on bills sent to CCI's end-user locations, was somehow stepping outside the established forum for resolution of the collection dispute (supposedly, the pending lawsuit between the parties). In fact, however, this is a new dispute that has nothing to do with the pending suit. Indeed, the relevant period for calculation of the shortfall charges in issue did not expire until March 31, 1996, and the charges were then billed on the June 1, 1996 bills. AT&T's claim for payment of these charges obviously could not have been the subject of litigation until both of these events had occurred.

Although you also complain that we "did not have to do what [we have] done," (i.e., include the shortfall on bills to end-user locations) you recognize that billing is necessary under the tariff. That reduces your complaint to one about whether we should have apportioned the shortfall charges to the bills sent to the locations on your plans. This billing methodology is specified in AT&T Tariff F.C.C. No. 2 at Section 3.3.1.Q. (Attachment C, enclosed), which provides that shortfall charges "will be apportioned according to usage and billed to the individual locations designated by the Customer for inclusion under the plan." I should note that in spite of the methodology set forth in the tariff, AT&T offered, as an accommodation to CCI, to bill the shortfall charges to CCI's headquarters account rather than to the locations on the plan. You refused this offer, and thus have no cause for complaint. We understand from your subsequent correspondence, though, that you do not wish to have the end-user locations billed. AT&T will, therefore (as we offered to do previously), remove the outstanding shortfall charges from the end-

02/07/1995 21:44

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AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: October 26, 1995

TARIFF F.C.C. NO. 2

8th Revised Page 61.21.2
Cancels 7th Revised Page 61.21.2
Effective: November 9, 1995

5. Discontinuance of AT&T's 800 Customer Specific Term Plan II-With Liability - When a Customer has AT&T 800 Services covered under the plan, **disconnection of any one of the services does not constitute discontinuance of the plan.**

Except for conditions covered in Section 3.3.1.Q.4., preceding, discontinuance **of all service** furnished under the CSTP II prior to the expiration of the applicable term, constitutes discontinuance of the plan and will result in Customer liability as specified following. The amounts due to the Company upon discontinuance will be:

- 35% of the remaining term plan revenue commitment.

Discontinuance Liability

A Customer commits to a revenue commitment of \$420,000 for three years.

Example: A Customer commits to an annual revenue commitment of \$420,000 for three years and discontinues the plan at the end of two years. The Customer would be liable for $\$420,000 \times .35 = \$147,000$.

6. Expiration of AT&T's 800 Customer Specific Term Plan II - A CSTP II expires when the three-year term ends. Upon expiration of the Term Plan, the plan will roll-over to a new three-year plan at discount levels applied during the third year of the plan, **if the Customer notifies AT&T to renew the term plan.** If the Customer does not notify AT&T to renew the Term Plan, the Customer's service will revert to current (non-term) rates.

Customers will be notified one month prior to the expiration of the Term Plan.

Before the
FEDERAL COMMUNICATIONS COMMISSION FCC 95-427
Washington, D.C. 20554

In the Matter of)
)
Motion of AT&T Corp. to be)
Reclassified as a Non-Dominant Carrier)

ORDER

Adopted: October 12, 1995 Released: October 23, 1995

By the Commission: Commissioners Barrett, Ness and Chong issuing
separate statements.

134. Finally, we note that AT&T has voluntarily committed to implement certain measures that are designed to address criticisms of its business practices that resellers have raised in this proceeding and elsewhere. AT&T represents that the following reflects an agreement with the Telecommunications Resellers Association, and AT&T has committed to comply with this agreement:

As a general practice, AT&T grandfathers both existing customers and subscribed customers (i.e., customers who have submitted a signed order for service) when it introduces a change to a term plan (including Contract Tariffs, term plans under Tariffs 1, 2, 9, and 11, Tariff 12 Options and Tariff 15 CPPs), and it commits to continue that process. In exceptional cases, however, grandfathering may not be appropriate either because: (1) a change is necessitated by typographical errors, a service inadvertently priced below costs, rate changes where no individual rates (post-discount) are increased, or other comparable circumstances, or (2) the change is necessary to bring clarity to a non rate term or condition, where it is necessary to treat all customers alike (such as a change to the provisions for how orders are processed, but not including changes to the body of Contract Tariffs, Tariff 12 Options or Tariff 15 CPPs). In such circumstances, AT&T commits for a twelve-month period to offer its customers the following additional protections not required of non-dominant carriers:

- where AT&T makes any change to an existing term plan, AT&T will afford the affected customers 5 days meaningful advance notice of the tariff filing to give the customer the opportunity to object; provided, however, that for changes to discontinuance with or without liability, deposits and advance payments, or transfer or assignment of service, AT&T will file on 14-days' notice. (AT&T would have the unaffected right to change underlying tariff rates -- such as a general change to SDN rates -- unless the term plan protected the customer from such changes.) Where the affected customer(s) agrees to the revision, AT&T will note that agreement in its transmittal letter and file the change on 1 day's notice. Where the affected customer objects to the change, AT&T will file the change with the Commission on 6 days' notice. With respect to the 14 or 6 days notice filings, the substantial cause test will be applicable to the same extent as it is today.

Found Online At:

http://www.fcc.gov/Bureaus/Common_Carrier/Orders/1995/fcc95427.txt

Network Services Commitment Form

391930 QP

1234 1234 1234		AT&T 1234 1234	Customer Account No./Master Customer No. 1310387988262 Plan ID No./MLW Contract No. 2828 RVPP ID AT&T Contact MINNEAPOLIS MN. 55402 Telephone No. 800 752-0769
State TLE FALLS N.J.	Zip Code 07424	City MINNEAPOLIS MN.	State MN.
Zip Code 05402	State MN.	Zip Code 05402	Telephone No. 800 752-0769

Select Appropriate Option(s):
☐ New Order ☐ Add/Delete Locations ☒ Upgrade ☐ Trial ☐ Cancel ☐ Renewal
☒ Promotion: FITNESS PROMO

Restructured
PLAN

AT&T SOFTWARE DEFINED NETWORK (SDN)
 (Location Detail must be attached)

☐ Basic ☐ Custom SDN ☐ Expanded Volume Plan
 Option: ☐ 1 ☐ 2 ☐ 3 ☐ 4
 Part: ☐ II ☐ III ☐ IV ☐ V ☐ VI
☐ VII ☐ VIII ☐ IX ☐ X

Remarks:

If trial option is selected, service will automatically continue under the option selected above, unless you notify AT&T to terminate prior to the end of the trial period as designated in the appropriate tariff.

PRICING PLANS

(Main Billed or Sub-Account Telephone Numbers Location List must be attached for RVPP, CSTPII, CSBP and One Line WATS Term Plan. Location Detail must be attached to OFRP, OPP and HNS.)

- | | | |
|--|---|--|
| <input type="checkbox"/> AT&T MEGACOM® Service Term Plan | <input type="checkbox"/> AT&T 800 Customer Specific Term Plan (CSTP)* | <input type="checkbox"/> ACCESS Multi-Service Volume Pricing Plan (AMSVPP) |
| <input type="checkbox"/> AT&T MEGACOM® Plus Service Term Plan | <input checked="" type="checkbox"/> Revenue Volume Pricing Plan (RVPP)* | <input type="checkbox"/> Multi-Service Volume Pricing Plan (MSVPP) |
| <input type="checkbox"/> AT&T MEGACOM Service Card Option Plus | <input type="checkbox"/> AT&T Hospitality (Hotel) Network Service (HNS)* | <input type="checkbox"/> Discounted Fixed Rate Plan (DFRP) |
| <input type="checkbox"/> AT&T 800 Term Plan — Location and Service Specific: | <input type="checkbox"/> One Line WATS Term Plan (Sub Account Numbers Only) | <input type="checkbox"/> ACCUNET® T1.5 |
| <input type="checkbox"/> AT&T 800 Service | <input type="checkbox"/> Distributed Network Service (DNS) | <input type="checkbox"/> ACCUNET® T45 |
| <input type="checkbox"/> AT&T 800 READYLINE® | <input type="checkbox"/> AT&T 800 Customer Specific Bonus Plan (CSBP) | <input type="checkbox"/> Optional Payment Plan (OPP) |
| <input type="checkbox"/> AT&T MEGACOM® 800 Service | | <input checked="" type="checkbox"/> AT&T 800 Customer Specific Term Plan II (CSTPII) |
| <input type="checkbox"/> AT&T 800 MasterLine® Service | | |

☒ Other: EOB OPTION B

Term: 3YRS Nat (Annual/Monthly) Usage/Revenue Commitment: \$ 7,000,000 million per year
 (Choose one)

You agree to accept joint responsibility for the financial obligation incurred by the designated locations if AT&T is unable to collect payment from these locations.

ACCUNET® Flexible Digital Access Service (AFDAS)
 (Location Detail must be attached)

ST MULTI-LOCATION CALLING PLAN (MLCP) (AT&T MULTI-LOCATION WATS (MLW))
 (Main Billed or Sub-Account Telephone Numbers Location List must be attached)

Plan A* Term: ☐ 12 Months ☐ 18 Months
 Plan B (Execu PRO WATS) Term: ☐ 18 Months

Number of Locations or Main BTNs _____ Monthly Recurring Charge \$ _____

If option is selected, service will automatically continue unless you notify AT&T to terminate prior to the end of the trial period as designated in the appropriate tariff.
 You agree to accept joint responsibility for the financial obligation incurred by the designated locations if AT&T is unable to collect payment from these locations.

CALLING SERVICE (SCS) — Available only to State and Local Government entities
 (Location Detail must be attached for Option 1)

Option 1 ☐ Option 2

Verify that my combined intrastate, interstate and international outbound usage, for the service being replaced by the SCS option checked above, for the prior year, exceeded an average of 150,000 minutes per month. (Option 1 or 2)

Verify that my combined intrastate, interstate and international outbound usage for the prior year, from all locations using local exchange service access which was included in SCS Option 1, exceeded an average of \$12.00 per month, per location. (Option 1 only)

12-to-Month Plan (Option 1 or 2)

Plan (Option 1 or 2): Term: _____

Expanded Volume Plan (EVP) (Option 1 only): Part: ☐ 1 ☐ 2 ☐ 3 Term: _____

CONNECT™ CALLING SERVICE (CCCS) — Available only to private colleges and universities
 (Location Detail must be attached)

Service: ☐ International ☐ Domestic/International

JA 468

AT&T SOFTWARE DEFINED NETWORK (SDN)
(Location Detail must be attached)

☐ Basic ☐ Custom SDN

Option: ☐ 1 ☐ 2 ☐ 3 ☐ 4

☐ Expanded Volume Plan

Part: ☐ II ☐ IIa ☐ III ☐ IV ☐ V ☐ VI
☐ VII ☐ VIIa ☐ VIII ☐ IX ☐ X

Remarks:

If trial option is selected, service will automatically continue under the option selected above, unless you notify AT&T to terminate prior to the end of the trial period as designated in the appropriate tariff.

PRICING PLANS

(Main Billed or Sub-Account Telephone Numbers Location List must be attached for RVPP, CSTPII, CSBP and One Line WATS Term Plan. Location Detail must be attached to DFRP, OPP and HNS.)

- ☐ AT&T MEGACOM® Service Term Plan
☐ AT&T MEGACOM® Plus Service Term Plan
☐ AT&T MEGACOM Service Card Option Plus
☐ AT&T 800 Term Plan — Location and Service Specific:
☐ AT&T 800 Service
☐ AT&T 800 READYLINE®
☐ AT&T MEGACOM® 800 Service
☐ AT&T 800 MasterLine™ Service

- ☐ AT&T 800 Customer Specific Term Plan (CSTPI)
☒ Revenue Volume Pricing Plan (RVPP)*
☐ AT&T Hospitality (Hotel) Network Service (HNS)*
☐ One Line WATS Term Plan (Sub Account Numbers Only)
☐ Distributed Network Service (DNS)
☐ AT&T 800 Customer Specific Bonus Plan (CSBP)

- ☐ ACCESS Multi-Service Volume Pricing Plan (AMSVPP)
☐ Multi-Service Volume Pricing Plan (MSVPP)
☐ Discounted Fixed Rate Plan (DFRP)
☐ ACCUNET® T1.5
☐ ACCUNET® T45
☐ Optional Payment Plan (OPP)
☒ AT&T 800 Customer Specific Term Plan II (CSTPII)

☒ Other:

EBD

Term: 3 YRS

Nat (Annual/Monthly) Usage/Revenue Commitment: \$ 7,000,000 million per year
(Choose one)

*You agree to accept joint responsibility for the financial obligation incurred by the designated locations if AT&T is unable to collect payment from these locations.

☐ ACCUNET® Flexible Digital Access Service (AFDAS)
(Location Detail must be attached)

AT&T MULTI-LOCATION CALLING PLAN (MLCP) (AT&T MULTI-LOCATION WATS (MLW))
(Main Billed Telephone Numbers Location List must be attached)

- ☐ Plan A* Term: ☐ 12 Months ☐ 18 Months
☐ Plan B (Execu PRO WATS) Term: ☐ 18 Months

Number of Locations or Main BTNs _____ Monthly Recurring Charge \$ _____

*If trial option is selected, service will automatically continue unless you notify AT&T to terminate prior to the end of the trial period as designated in the appropriate tariff. You agree to accept joint responsibility for the financial obligation incurred by the designated locations if AT&T is unable to collect payment from these locations.

STATE CALLING SERVICE (SCS) — Available only to State and Local Government entities
(Location Detail must be attached for Option 1)

☐ Option 1 ☐ Option 2

- ☐ I certify that my combined intrastate, interstate and international outbound usage, for the service being replaced by the SCS option checked above, for the prior year exceeded an average of 150,000 minutes per month. (Option 1 or 2)
☐ I certify that my combined intrastate, interstate and international outbound usage for the prior year, from all locations using local exchange service access which are to be included in SCS Option 1, exceeded an average of \$12.00 per month, per location. (Option 1 only)
☐ Month-to-Month Plan (Option 1 or 2)
☐ Term Plan (Option 1 or 2): Term: _____
☐ Term and Volume Plan (TVP) (Option 1 only): Part: ☐ 1 ☐ 2 ☐ 3 Term: _____

COLLEGE CONNECT™ CALLING SERVICE (CCCS) — Available only to private colleges and universities
(Location Detail must be attached)

☐ Domestic ☐ International ☐ Domestic/International

Term: _____ Domestic Annual Revenue Commitment: \$ _____ International Annual Revenue Commitment: \$ _____

THE SERVICE(S) AND PRICING PLAN(S) YOU HAVE SELECTED WILL BE GOVERNED BY THE RATES AND TERMS AND CONDITIONS IN THE APPROPRIATE AT&T TARIFFS AS MAY BE MODIFIED FROM TIME TO TIME. YOUR SIGNATURE ACKNOWLEDGES THAT YOU UNDERSTAND THE TERMS AND CONDITIONS UNDER WHICH THE SERVICE(S) SELECTED WILL BE PROVIDED AND THAT YOU ARE DULY AUTHORIZED TO MAKE THE COMMITMENT(S) AND TO ORDER SERVICE FOR EACH OF THESE LOCATIONS.

(Customer)

By:

(Authorized Customer Signature)

(Typed or Printed Name and Title)

(Date)

AT&T

Accepted By:

(Typed or Printed Name)

(Title)

(Date)



-- All material on this page is new. --

2.5.18. Discontinuance Without Liability - (continued)

A. The Customer must provide written notice of discontinuance of the Old Plan to AT&T as provided in 1. and 2., following. If AT&T provides written notice to the Customer that its order for the New Plan is not accepted, the notice of discontinuance provided by the Customer shall be void.

1. If the Customer is AT&T's customer of record for the Old Plan on the day the Customer places its order for the New Plan, or at any time during the 30 preceding days, the Customer must provide written notice of discontinuance of the Old Plan on or prior to the day it places its order for the New Plan.

2. If the Customer is not AT&T's customer of record for the Old Plan on the day the Customer places its order for the New Plan, or at any time during the 30 preceding days, the Customer must provide written notice of discontinuance of the Old Plan, together with a valid Transfer of Service form submitted in accordance with Section 2.1.8., preceding, within three (3) days (excluding Saturdays, Sundays, and federal holidays) after AT&T provides written notice to the Customer that its order for the New Plan has been accepted. Pursuant to Section 2.1.8., preceding, AT&T may not agree to the transfer of assignment of an Old Plan that is subject of a defective Transfer of Service form. In such event, the Customer may provide a valid Transfer of Service form for the same Old Plan within ten (10) days after the date on which AT&T provides its written statement of reasons for not accepting the Transfer of Service form.

B. The service provided under the Old Plan must be replaced with service provided under the New Plan. The termination date of the Old Plan and the initial service date of the New Plan must be the same day, and all rates, terms and conditions of the Old Plan will remain in effect until that day, provided that the Old Plan shall not remain in effect beyond the expiration of its term. If the Customer cancels its order for the New Plan after the termination date of the Old Plan, the discontinuance of the Old Plan will be a discontinuance with liability, and termination charges will apply pursuant to the terms of the Old Plan.

* C. If the Old Plan includes an annual revenue commitment, a Shortfall Charge will apply as provided in 1., following. The Shortfall Charge will not apply in connection with the discontinuance of a CSTP II that was ordered on or prior to June 17, 1994, or the discontinuance of an Old Plan (other than a CSTP II) that was not in service as of December 9, 1995 or earlier.

1. If the Old Plan includes an annual revenue commitment, the Customer must satisfy the pro-rated annual revenue commitment as of the termination date of the Old Plan. The pro-rated annual revenue commitment is the annual revenue commitment of the Old Plan, divided by twelve and multiplied by the number of months in the current plan year for which bills have been issued (as of the termination date of the Old Plan). If the Customer has not met the pro-rated annual revenue commitment, the Customer must pay a Shortfall Charge calculated in the same manner as specified for a failure to meet the annual commitment under the Old Plan, but based on the difference between the prorated annual revenue commitment and the actual charges applicable to satisfy the annual revenue commitment incurred during the months in the current plan year for which bills have been issued (of the termination date of the Old Plan).

PRE June 17th 94 ISSUE → Shortfall does not
APPLY ON A DISCONTINUANCE
IE Restructuring of an Existing CSTP II PLAN.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: August 28, 1996

TARIFF F.C.C. NO. 2

Original Page 34.7.1

Effective: August 29, 1996

** All material on this page is reissued except as otherwise noted. ** N

2.5.18. Discontinuance Without Liability - (continued)

1. If the New Plan is a VTNS Option, the termination date of the Old Plan and the date on which Substantially Complete Installation of the VTNS Option is attained (or such earlier date as the Customer may designate, no earlier than the date of initial service under the VTNS Option) must be the same day, and all rates, terms and conditions of the Old Plan will remain in effect until that day, provided that the Old Plan shall not remain in effect beyond the expiration of its term. If the Customer has designated a date that is earlier than the Substantially Complete Installation date, and cancels its order for the New Plan after the termination dated of the Old Plan but before the Substantially Complete Installation date of the VTNS Option, the discontinuance of the Old Plan will be a discontinuance with liability, and termination charges will apply pursuant to the terms of the Old Plan. N

C. If the Old Plan includes an annual revenue commitment, a Shortfall Charge will apply as provided in 1., following. The Shortfall Charge will not apply in connection with the discontinuance of a CSTP II that was ordered on or prior to June 17, 1994, or the discontinuance of an Old Plan (other than a CSTP II) that was not either ordered on or prior to August 29, 1996 or in service on or prior to September 1, 1996. M

1. If the Old Plan includes an annual revenue commitment, the Customer must satisfy the pro-rated annual revenue commitment as of the termination date of the Old Plan. The pro-rated annual revenue commitment is the annual revenue commitment of the Old Plan, divided by twelve and multiplied by the number of full billing months in the current plan year (as of the termination date of the Old Plan). If the Customer has not met the pro-rated annual revenue commitment, the Customer must pay a Shortfall Charge calculated in the same manner as specified for a failure to meet the annual commitment under the Old Plan, but based on the difference between the prorated annual revenue commitment and the actual charges applicable to satisfy the annual revenue commitment incurred during the full billing months elapsed in the current plan year (of the termination date of the Old Plan). M

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2.5.18.C. Discontinuance Without Liability - (continued)

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D. The New Plan must have a term commitment that is equal to or longer than the remaining term commitment of the Old Plan. If more than one plan is being discontinued, the New Plan must have a term commitment that is equal to or greater than the longest remaining term of the plans being discontinued.

E. The New Plan must have an average monthly revenue commitment that is equal to or greater than the average monthly revenue commitment of the Old Plan, as calculated pursuant to 1. and 2., following. If the New Plan is a Contract Tariff, only the 800 Service revenue commitments under the Contract Tariff are used to calculate the average monthly revenue commitment of the New Plan. If more than one plan is being discontinued, the New Plan must have an average monthly revenue commitment that is equal to or greater than the sum of all average monthly revenue commitments of the plans being discontinued.

1. The average monthly revenue commitment of a plan is equal to the total revenue commitments over the full term of the plan, divided by the number of full months in the full term of the plan. If a ramp-up period is part of the term, the ramp-up period is not included in the computation of the average monthly revenue commitment. If the New Plan is a Contract Tariff, only the 800 Service revenue commitments are used to calculate the average monthly revenue commitment of the New Plan.

Examples:**Example 1**

A Customer is currently taking service under a CSTP II with a 3-year term commitment and a \$240,000 annual commitment, with 18 months remaining in the term commitment (the CSTP II was not ordered on or prior to August 29, 1996 or in service on or prior to September 1, 1996). The Customer can discontinue this CSTP II without liability in conjunction with an order for a new replacement CSTP II with a term commitment of 24 months (i.e., CSTP II Option A) and a revenue commitment of \$240,000 per year. The term commitment of the New Plan must be at least 18 months (the remaining term of the existing CSTP II); 24 months is the shortest available CSTP II term commitment (CSTP II Option A) that equals or exceeds 18 months. The average monthly revenue commitment of the New Plan must be at least \$20,000 (the total revenue commitment over the full term of the existing CSTP II, divided by the number of full billing months in the full term of the CSTP II is $\$720,000 \div 36$, or \$20,000); the CSTP II Option A

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offers an Annual Revenue Commitment of \$240,000 (which corresponds to a \$20,000 average monthly commitment).

Effective date of material filed under Transmittal No. 9229 is advanced to August 29, 1996 under authority of Special Permission No. 96-0677

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2.5.18.E.1. Discontinuance Without Liability - (continued)

Example 2

A Customer is currently taking service under both a CSTP II with a 3-year term commitment and a \$240,000 annual commitment, with 18 months remaining in the term commitment (as in Example 1), and an AT&T Term and Volume Plan (TVP) pursuant to Tariff F.C.C. No. 1 with a 3-year term commitment and a \$300,000 annual commitment, with 15 months remaining in the term commitment. The Customer can discontinue the CSTP II and the TVP without liability in conjunction with an order for a new replacement AT&T UNIPLAN Term Plan pursuant to Tariff F.C.C. No. 1 with a term commitment of 24 months and a revenue commitment of \$50,000 per month. The term commitment of the New Plan must be at least 18 months (the remaining term of the CSTP II); 24 months is the shortest available AT&T UNIPLAN term commitment that equals or exceeds 18 months. The average monthly revenue commitment of the New Plan must be at least \$45,000 $((\$720,000 \div 36) + (\$900,000 \div 36))$; \$50,000 is the lowest available AT&T UNIPLAN Term Plan Net Monthly Commitment that equals or exceeds \$45,000.

Example 3

A Customer is currently taking service under an LSTP II Plan with a 24-month term commitment in conjunction with an order for a new replacement LSTP II with a term commitment of 18 months and a revenue commitment of \$1,500 per month. The term commitment of the New Plan must be at least 16 months (the remaining term of the LSTP II); 18 months is the shortest available LSTP II term commitment which equals or exceeds 16 months. The average monthly revenue commitment of the New Plan must be at least \$1,500 per month; the LSTP II has a \$1,500 Net Monthly Usage Revenue Commitment.

2. If a plan has a usage commitment (i.e., a commitment specified in minutes of use), that commitment will be converted to a revenue commitment by multiplying the usage commitment by a factor of \$0.12 per minute.

F. The following are exceptions and additional conditions to the rules specified in A. through E., preceding. The chart at the beginning of this Section 2.5.18. identifies which New Plans can provide a basis for discontinuance without liability of which Old Plans applies in all events.

1. **CSTP II Exception** - A Customer of a CSTP II that was either ordered on or prior to August 29, 1996, or in service on or prior to September 1, 1996, may discontinue without liability that Old Plan in conjunction with an order for a New Plan, subject to the conditions specified in (a), following, in lieu of the conditions specified in Sections 2.5.18.D. and E., preceding. The Customer also must satisfy the conditions specified in Sections 2.5.18.A. through C., preceding, except as otherwise provided in (b) and (c), following.

Effective date of material filed under Transmittal No. 9229 is advanced to August 29, 1996 under authority of Special Permission No. 96-0677.
Certain material previously found on this page can now be found on Page 34.9.1.

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2.5.18.F.1. CSTP II Exception - (continued)

(a) The total revenue commitment over the full term of the New Plan must be greater than or equal to the remaining annual revenue commitment of the Old Plan. The remaining annual revenue commitment of the Old Plan is the Annual Revenue Commitment divided by 12 times the number of full months remaining in the term of the Old Plan. If the New Plan is a Contract Tariff, only the 800 Service revenue commitments under the Contract Tariff are used to calculate the total revenue commitment of the New Plan. If more than one plan is being discontinued, the total revenue commitment over the full term of the New Plan must be equal to or greater than the sum of the remaining monthly revenue commitments (the monthly revenue commitment times the number of monthly remaining) and/or annual revenue commitments (the annual revenue commitment divided by 12, times the number of full months remaining) of the plans being discontinued.

(b) Section 2.5.18.C. does not apply to a CSTP II that was in effect or on order on or prior to June 17, 1994.

(c) If the Customer has paid a Shortfall Charge pursuant to Section 2.5.18.C. in conjunction with its discontinuance of a CSTP II and replacement of the CSTP II with a New Plan, and if, at the end of the first year of the term of the New Plan, the Customer has incurred charges in excess of the New Plan minimum revenue commitment for that year, AT&T will provide a "credit" to the Customer for the amount by which such incurred charges under the New Plan exceeded such

commitment, in an amount not to exceed the amount of the paid Shortfall Charge.

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Certain material on this page formerly appeared on Page 34.9.

Transcribed by Rizman, Rappaport, Dillon, & Rose
Certified Court Reporters
Tape 7 at 6-7:

Joe Fitzpatrick: If you get a new VPP number, you get a new plan. If you keep the same VPP number only with a new start date, it's not a new plan. So if they should give you a new plan VPP number....

Mr. Inga: Yeah

Joe Fitzpatrick: You were given a new plan.

Mr. Inga: Alright but say the VPP stays the same.

Joe Fitzpatrick: Stays the same, all you have then is a new TASD --Term Assumption Starting Date, you have an original plan whatever TAS you wanna call that an ABC plan or whatever but its, its just a new TAS date. If you were grandfathered, you know how that game is played.

Mr. Inga: Now what I am saying is this, theoretically, there can never be a penalty assessed on a restructured plan because that plan---because AT&T has already interpreted that a restructure is not a new plan, that TAS date will start but the VPP ID, VPP dictates whether it's a new plan or not.

Joe Fitzpatrick: If you kept the same VPP number---

Mr. Inga: Yes.

Joe Fitzpatrick: The plan that you started prior, you know in June of '94, prior to 6/17 as long as that VPP number doesn't change, they can track back in the system and say that was a --they can show when it was originally started, it was a pre 6/17 plan, it's grandfathered. True, you may get new TAS dates every time you restructure and as long as you do the restructure---if you time it right, if you screw up somehow and don't time it right, that system is gonna kick in and hit you for shortfall. So you just need to, you know, keep your clock there to tell you when to restructure.

2. Pursuant to a court order issued in the litigation before the United States District Court for the District of New Jersey between the Companies and AT&T, AT&T received a copy of all these taped conversations. Many of these taped conversations were presented to the court in the form of citations to their content in briefs and affidavits submitted to the court. Although AT&T has had copies of these tapes since 1996 or before, it has not refuted them or attempted to contradict them in anyway. It is submitted that these tapes provide competent evidence of how AT&T's own staff interpreted and applied AT&T's tariff in the marketplace. It is further submitted that at times AT&T's was ambiguous or silent, not addressing the practices it was following or changing in regard to the services and terms which are the subject matter of this proceeding. Ironically, when AT&T's relevant tariff provisions are clear they support the positions my Companies asserted in favor of the manner in which AT&T's services were being aggregated and offered through that aggregation to the using public at attractive discounts.

3. With this background, the following statements by AT&T's own managers and employees are relevant to the issues in this proceeding:

Tape 1 Side B Tom Umholtz (Senior Account Manager):

"Restructuring definitely allows you to NOT pay the penalty."

Tape 7 Side A Joe Fitzpatrick (Direct Account Manager):

"[You] can restructure forever with no penalties as long as the RVPPID stays the same, you will always be a pre-17th plan." (Emphasis added.)

Also, "You can TSA just accounts not the plan."

Tape 13 Side A & B Joe Fitzpatrick:

"You can assign accounts from plan to plan."

Also: "Restructuring to avoid shortfalls can be done."

Tape 14 Debra Kibby (Account Provisioning Manager):

"Restructuring is not a new plan, this has always been like this in the tariff."

Tape 15 Side A Joyce Suek & Lisa Hockert (Account Provisioning Managers):

"Restructures are not new plans."

Tape 15 Side B Joyce Suek:

"Plan ID remains pre-June 17th, 1994 even after restructures."

Tape 19 Side A Cheryl Baldwin (AT&T Collections Manager):

This tape contains a discussion that demonstrates that individual accounts can be assigned without the plan itself moving. Assignment of accounts requires no deposits of the aggregator.

Tape 22 Side A Joyce Suek:

"Need a brand new CSTP plan with a brand new RVPP ID to acquire term contracts of AT&T customers to the aggregator plan".

Tape 22 Side A Joe Fitzpatrick:

"Work procedure issued from AT&T product house that restructures are not new plans."

Tape 23 Side A Janis Bina (Credit and Collections Manager):

"Restructures are not new plans"

Tape 23 Side A Maria Nascimiento (AT&T Manager):

"You will get paid on back end of promos, therefore the restructures have to be considered not new. If they were new then you wouldn't get paid."

Tape 25 Side B Greg Brown (AT&T National branch manager overseeing all resale and aggregation):

"Restructures allow the aggregator to keep lowering commitment downward to avoid shortfall."

Tape 27 Side A Tom Freeberg (AT&T Provisioning Branch Manager overseeing all aggregators):

"Restructures are not new plans because it is not an expiration of a contract. You would have to take out a new plan with a brand new RVPP ID to enroll AT&T users who are under contract."

Tape 27 Side A Ron Orem (AT&T National Division Manager Head of Specialized Markets):

In a conversation regarding AT&T's reinterpretation of their tariff saying that restructures are now considered new, but without AT&T's having filed a tariff revision with the Commission to change these terms, Mr. Orem admits that - "Giving you [the undersigned] an advanced warning would have made a lot of sense."

Tape 27 Side A Lisa Hockett:

"Bottom line, a restructure is not a new plan period!"

Tape 27 Maria Nascimento:

"AT&T is standing by the tariff that restructured contracts were not new plans."

Tape 27 Side B Maria Nascimento:

"Our attorneys now didn't support what we have been doing all along that restructures were not new plans."

Tape 28 Maria Nascimento:

"I explained to Maria that AT&T was forcing me to assign all my accounts because they were not providing me a contract tariff."

Tape 28 Side A Joyce Suek:

"Post plans are ordered new only after June 17th 1994."

Tape 30 Side A Maria Nascimento & Joseph Fitzpatrick:

"New plan means brand new, the plan ID was never in existence before."

Tape 31 Side A Joe Fitzpatrick and Marie Nascimento:

On this tape a discussions is recorded about a special promotion promo that paid a bonus on a new plan. AT&T denied the Companies the bonus on a restructured plan at the time

claiming in direct contradiction of itself that the plan was not considered new and hence not entitled to the bonus.

Tape 33 Side A Andrea Anton (Combined Companies, my former co-plaintiff's account manager):

"Pre June 17th plans are always pre-June 17th plans even after restructuring!"

4. Based upon these taped conversations, and hundreds of others, and my constant interaction with fellow aggregators, this is how these tariff interpretations played out in the marketplace.

FCC Question 1:

Comment on the nature of the relationship, if any, between AT&T and the end-user customers of AT&T's customers, under AT&T's Tariff FCC No. 2 generally, and specifically under the tariff provisions governing the RVPP and CSTP II plans at issue in this matter.

5. There was no relationship between AT&T and my Companies' (any aggregators') customers, the End-Users, as of December 10, 1990.

6. My first Company was started on a part time basis in the fall of 1989 while still engaged full time in the tax law consulting business. AT&T's RVPP aggregation tariff was introduced around July 10, 1989 and at that time, AT&T promoted aggregation. At the start of aggregation then, there was no adversarial relationship and AT&T cooperated with its aggregators. In fact, there were a few aggregators who were awarded a co-marketing agreement with AT&T when we started out. AT&T offered these co-marketing agreements only to aggregators who had an exemplary command and knowledge of the tariff and had received no complaints from the public; who took service under an aggregation arrangement. Very few aggregators received AT&T's co-marketing agreement, but my company did.

7. The co-marketing relationship and any positive relationship ended in December of 1990. Attached is a letter from AT&T stating its revised view of aggregators. In this letter AT&T stated that it was giving my company control of the account, with the authority to add, delete, or change service for that BTN. "Accordingly AT&T will honor all order activity related to a BTN included in your discount plan only from you —the service plan holder." The letter is attached as Exhibit A.

MINNEAPOLIS FRONT END CENTER
RVFF/CSTP AGGREGATORS
REVENUE AT RISK
Bill Date: 7/94

*** Indicates
INGRA'S PLANS

AGGREGATOR	PLAN ID	PLAN TYPE	ANNUAL COMMITMENT	MONTHLY COMMITMENT	MONTHLY REVENUE	REVENUE AT RISK
300 Access Services	001613	CSTPII	\$1,200,000.00	\$100,000.00	\$35,016.46	(\$64,983.54)
300 Association, Inc.	001753	CSTPII	\$4,800,000.00	\$400,000.00	\$33,724.82	(\$366,275.18)
300 Association, Inc.	002920	CSTPII	\$2,250,000.00	\$187,500.00	\$246.93	(\$187,253.05)
300 Center, Inc. (The)	003436	CSTPII	\$1,250,000.00	\$187,500.00	\$222,627.18	\$35,127.78
300 Communications	003509	CSTPII	\$1,250,000.00	\$187,500.00	\$133,094.97	(\$54,405.03)
300 Conserver Inc.	003534	CSTPII	\$2,250,000.00	\$187,500.00	\$6,467.85	(\$181,032.15)
300 Consolidation, Inc	001449	CSTPII	\$1,250,000.00	\$187,500.00	\$162,898.18	(\$24,601.82)
300 Discounts	002828	CSTPII	\$24,000,000.00	\$2,000,000.00	\$2,030,268.58	*** \$30,268.58
300 Discounts	002829	CSTPII	\$4,800,000.00	\$400,000.00	\$329,930.07	*** (\$70,069.93)
300 Discount Center	003483	CSTPII	\$1,250,000.00	\$187,500.00	\$256,313.78	\$68,813.78
300 Group, Inc. HALE	003303	CSTPII	\$2,250,000.00	\$187,500.00	\$39,988.75	(\$147,511.25)
300 Group Ohio	001278	CSTPII	\$4,800,000.00	\$400,000.00	\$73.38	(\$399,926.62)
300 Group Ohio	002741	CSTPII	\$2,250,000.00	\$187,500.00	\$248,488.04	\$60,888.04
300 Plus, Inc. HALE	003079	CSTPII	\$1,000,000.00	\$250,000.00	\$246,670.09	(\$3,129.91)
300 Plus, Inc. HALE	003081	CSTPII	\$4,800,000.00	\$400,000.00	\$879.16	(\$399,120.84)
300 Provider Inc. Freeman	003437	CSTPII	\$2,250,000.00	\$187,500.00	\$117,317.24	(\$70,182.76)
300 Sales Inc. HALE	003304	CSTPII	\$2,250,000.00	\$187,500.00	\$17,574.85	(\$169,925.15)
300 Savings, Inc.	003491	CSTPII	\$2,250,000.00	\$187,500.00	\$79,197.98	(\$108,702.02)
The 300 Services	003093	CSTPII	\$2,250,000.00	\$187,500.00	\$271,354.32	\$81,854.32
ADNET	001835	CSTPII	\$2,250,000.00	\$187,500.00	\$144,130.56	(\$43,369.44)
ADS Communications	001437	CSTPII	\$2,625,000.00	\$218,750.00	\$57,766.98	(\$160,983.02)
ADS Communications	003525	CSTPII	\$2,250,000.00	\$187,500.00	\$206,571.09	\$99,071.09
ADS Communications	993469	CSTPI	\$600,000.00	\$50,000.00	\$49,657.92	(\$142.08)
ADS Communications	003556	CSTPII	\$2,250,000.00	\$187,500.00	\$201,161.61	\$15,661.61
Advanced Telecom Matw	001263	CSTPII	\$1,000,000.00	\$250,000.00	\$0.00	(\$250,000.00)
Advanced Telecom Matw	001501	CSTPII	\$13,000,000.00	\$1,083,333.33	\$892,608.23	(\$190,725.10)
Advanced Telecom Matw	002945	CSTPII	\$2,250,000.00	\$187,500.00	\$46,106.11	(\$141,893.89)
Advanced Telecom Matw	002947	CSTPII	\$4,800,000.00	\$400,000.00	\$5,055.92	(\$394,944.08)
Advanced Telecom Matw	003120	CSTPII	\$2,250,000.00	\$187,500.00	\$40.90	(\$187,459.10)
Advanced Telecom Matw	003561	CSTPII	\$1,000,000.00	\$250,000.00	\$380,308.68	\$130,388.68
Aggregator Corporation	001928	CSTPII	\$1,500,000.00	\$125,000.00	\$119,182.37	(\$5,817.63)
Alternet	003494	CSTPII	\$600,000.00	\$50,000.00	\$75,936.12	\$25,936.12
American WATS	003150	CSTPII	\$960,000.00	\$80,000.00	\$35,694.08	(\$44,305.92)
Amerishare Comm	003223	CSTPII	\$600,000.00	\$50,000.00	\$27,760.42	(\$22,739.58)
Assn. of Long Distance	001462	TAR.15	\$12,000,000.00	\$1,000,000.00	\$794,207.10	(\$205,792.90)
ATN, Inc.	001438	CSTPII	\$4,800,000.00	\$400,000.00	\$7,797.22	(\$192,202.78)
ATN	003022	CSTPII	\$3,000,000.00	\$250,000.00	\$34,507.65	(\$215,492.35)
ATN of PA	003623	CSTPII	\$3,000,000.00	\$250,000.00	\$334,505.81	\$284,505.81
Cable & Wireless	03JV00	CSTPI	\$600,000.00	\$50,000.00	\$141,688.40	\$91,688.40
Capital Comm Corp	001806	CSTPII	\$1,200,000.00	\$100,000.00	\$117,707.79	\$17,707.79
Centex Telemanagement	002822	CSTPII	\$600,000.00	\$50,000.00	\$130,836.17	\$80,836.17
Commun Buying Group	003030	CSTPII	\$1,200,000.00	\$100,000.00	\$70,060.77	(\$29,939.23)
CTG Telecommunications	001844	CSTPII	\$2,250,000.00	\$187,500.00	\$82,740.90	(\$104,759.10)
Databoy, Inc.	001481	CSTPII	\$1,000,000.00	\$250,000.00	\$43,890.44	(\$204,109.56)
DialNet (ATA)	002759	CSTPII	\$600,000.00	\$50,000.00	\$46,544.70	(\$3,455.30)
Discount Comm Services	003516	CSTPII	\$1,500,000.00	\$125,000.00	\$287,905.85	\$162,905.85
Discount Services	003656	CSTPII	\$1,500,000.00	\$125,000.00	\$0.00	(\$125,000.00)

AT&T PROPRIETARY RESTRICTED
Use Pursuant to Company Instructions

USE
SK
11-07
100100

	PLAN ID	PLAN TYPE	ANNUAL COMMITMENT	MONTHLY COMMITMENT	MONTHLY REVENUE	REVENUE AT RISK
Telecom Svcs.	001443	CSTPII	\$1,800,000.00	\$150,000.00	\$164,144.73	\$134,144.73
Inc.	001511	CSTPII	\$2,250,000.00	\$187,500.00	\$176,387.81	(\$11,112.19)
Work Svcs.	001571	CSTPII	\$2,250,000.00	\$187,500.00	\$900.54	(\$186,599.46)
Telephony	001609	CSTPII	\$2,250,000.00	\$187,500.00	\$0.00	(\$187,500.00)
Agency of Travel	702029	CSTPII	\$600,000.00	\$50,000.00	\$52,876.92	\$2,876.92
Federated Comm.	001115	CSTPII	\$2,250,000.00	\$187,500.00	\$23,415.24	(\$164,084.76)
Energy	001957	CSTPII	\$1,000,000.00	\$250,000.00	\$99,189.85	(\$150,810.15)
Wire-Tel Comm.	001384	CSTPII	\$960,000.00	\$80,000.00	\$140,236.70	\$160,236.70
Western State Long Dist	002898	CSTPII	\$960,000.00	\$80,000.00	\$5,043.53	(\$74,956.47)
Global Long Dist Mktg	001483	CSTPII	\$600,000.00	\$50,000.00	\$66,895.35	\$16,895.35
Great Falls of Pira	001309	CSTPII	\$600,000.00	\$50,000.00	\$120.14	(\$49,879.86)
Group Discounts	001151	CSTPII	\$4,800,000.00	\$400,000.00	\$481,420.56	\$81,420.56
Group Discounts	001524	CSTPII	\$4,800,000.00	\$400,000.00	\$917,097.46	\$517,097.46
Group Long Distance	001816	CSTPII	\$1,800,000.00	\$150,000.00	\$75,061.81	(\$74,938.19)
The Hertz Corporation	001116	CSTPII	\$1,500,000.00	\$125,000.00	\$71,991.70	(\$33,008.30)
I.T.P., Inc.	001634	CSTPII	\$780,000.00	\$65,000.00	\$37,612.33	(\$27,387.67)
Inacom dba GPS	001989	CSTPII	\$3,000,000.00	\$250,000.00	\$251,396.39	\$1,396.39
Inbound, Inc.	003570	CSTPII	\$2,250,000.00	\$187,500.00	\$3,531.77	(\$183,968.23)
Inbound Network	003512	CSTPII	\$2,250,000.00	\$187,500.00	\$8,742.46	(\$176,757.54)
Inbound Services	001133	CSTPII	\$2,250,000.00	\$187,500.00	\$5,101.79	(\$182,398.21)
Inbound Telephone Svcs	003572	CSTPII	\$2,250,000.00	\$187,500.00	\$585.31	(\$186,914.69)
Int'l Comm. Enterprise	001804	CSTPII	\$1,500,000.00	\$125,000.00	\$41,942.32	(\$83,057.68)
KAIS Communications	001386	CSTPII	\$1,000,000.00	\$250,000.00	\$113,717.49	(\$136,282.51)
KAIS Communications II	001916	CSTPII	\$2,250,000.00	\$187,500.00	\$26,497.67	(\$161,002.33)
Leading Edge Ent	001860	CSTPII	\$780,000.00	\$65,000.00	\$42,954.19	(\$22,045.81)
Location 800, Inc. cwa	001614	CSTPII	\$600,000.00	\$50,000.00	\$100,643.49	\$50,643.49
Metacom	001548	CSTPII	\$780,000.00	\$65,000.00	\$149,609.04	\$84,609.04
Metromedia Commun Corp	001980	CSTPII	\$600,000.00	\$50,000.00	\$9,134.94	(\$40,865.06)
National 800 Express	002410	CSTPII	\$1,000,000.00	\$250,000.00	\$292,654.11	\$42,654.11
National 800 Express	003652	CSTPII	\$960,000.00	\$80,000.00	\$634.96	(\$79,365.04)
National Accounts, Inc	003413	CSTPII	\$1,200,000.00	\$100,000.00	\$71,666.66	(\$28,333.34)
Network 800 Inc.	001510	CSTPII	\$1,250,000.00	\$187,500.00	\$119,148.92	(\$48,351.08)
NUS Synectics, Inc.	002170	CSTPII	\$600,000.00	\$50,000.00	\$48,038.57	(\$1,161.63)
NUS Synectics, Inc.	191411	AVP			\$17,345.81	
One Stop Financial	003053	CSTPII	\$1,000,000.00	\$250,000.00	\$153,492.54	(\$96,507.46)
PSE	000908	CSTPII	\$2,250,000.00	\$187,500.00	\$37,441.80	(\$150,058.20)
PSE	001073	CSTPII	\$11,000,000.00	\$916,666.67	\$139,440.67	(\$777,218.00)
PSE	001488	CSTPII	\$7,000,000.00	\$583,333.33	\$117,537.08	(\$465,776.25)
PSE	001802	CSTPII	\$4,800,000.00	\$400,000.00	\$256.67	(\$399,743.33)
PSE	002985	CSTPII	\$5,400,000.00	\$450,000.00	\$309,878.24	(\$140,121.76)
PSE	001861	CSTPII	\$27,000,000.00	\$2,250,000.00	\$399,291.42	(\$1,850,708.58)
PSE	001938	CSTPII	\$30,000,000.00	\$2,500,000.00	\$637,114.38	(\$1,842,885.62)
PSE	001916	CSTPII	\$4,800,000.00	\$400,000.00	\$26.39	(\$399,973.61)
PSE	002989	CSTPII	\$1,200,000.00	\$100,000.00	\$177,542.79	\$77,542.79
PSE	003128	CSTPII	\$3,000,000.00	\$250,000.00	\$17,407.91	(\$232,592.09)
PSE	003492	CSTPII	\$1,250,000.00	\$187,500.00	\$83,926.71	(\$103,573.29)
Inc 800 Inc.	003573	CSTPII	\$2,250,000.00	\$187,500.00	\$488.52	(\$187,011.48)
Wall Business 800	003611	CSTPII	\$2,250,000.00	\$187,500.00	\$0.00	(\$187,500.00)
Wall Business Conserv	003609	CSTPII	\$2,250,000.00	\$187,500.00	\$0.00	(\$187,500.00)
Wall Business Winback	003609	CSTPII	\$2,250,000.00	\$187,500.00	\$94,765.18	(\$135,234.82)
Wren B. Swain, Inc.	003357	CSTPII	\$1,000,000.00	\$250,000.00	\$43,413.14	(\$6,586.86)
West Telecom	000636	CSTPII	\$600,000.00	\$50,000.00	\$102,564.00	\$17,436.00
West Advisory Center	001406	CSTPII	\$780,000.00	\$65,000.00	\$114,209.42	(\$115,710.58)
West Advisory Group	001855	CSTPII	\$1,000,000.00	\$250,000.00		

AGGREGATOR	PLAN ID	PLAN TYPE	ANNUAL COMMITMENT	MONTHLY COMMITMENT	MONTHLY REVENUE	REVENUE AT RISK
Tel-Save	003123	CSTPII	\$1,000,000.00	\$250,000.00	\$120,578.93	(\$19,421.07)
Telecom Advantage	002983	CSTPII	\$600,000.00	\$50,000.00	\$69,684.01	\$19,684.01
Telecom Analysis, Inc.	003101	CSTPII	\$12,000,000.00	\$1,000,000.00	\$81,860.90	(\$918,139.10)
Telecomm. Office	003657	CSTPII	\$1,500,000.00	\$125,000.00	50.00	(\$125,000.00)
Telecommunications Serv	003308	CSTPII	\$600,000.00	\$50,000.00	\$794.36	(\$49,205.64)
Telephony Services Inc	003569	CSTPII	\$2,250,000.00	\$187,500.00	\$3,074.25	(\$184,425.75)
ToucheTone Corp Service	001071	CSTPII	\$2,250,000.00	\$187,500.00	\$283,895.56	\$96,395.56
ToucheTone 800	003124	CSTPII	\$7,000,000.00	\$583,333.33	\$367,644.24	(\$215,689.09)
U.S. Telephone	003206	CSTPII	\$1,200,000.00	\$100,000.00	\$77,763.50	(\$22,236.50)
Unicad WATS	003151	CSTPII	\$1,500,000.00	\$125,000.00	\$161,983.82	\$36,983.82
Universal Telephone	002897	CSTPII	\$960,000.00	\$80,000.00	\$56,735.70	(\$23,264.30)
Upgrade Services	001468	CSTPII	\$1,500,000.00	\$125,000.00	\$206,137.13	\$81,137.13
Users Group Inc.	003020	CSTPII	\$2,250,000.00	\$187,500.00	\$714.93	(\$186,785.05)
Users Group Inc.	003029	CSTPII	\$4,800,000.00	\$400,000.00	\$20.54	(\$399,979.46)
Vista Group Int'l Comm	003548	CSTPII	\$2,250,000.00	\$187,500.00	\$214,412.75	\$26,912.75
Volume Discount	003610	CSTPII	\$1,250,000.00	\$187,500.00	90.00	(\$187,500.00)
WATS International Crg	003356	CSTPII	\$1,000,000.00	\$250,000.00	\$90,241.46	(\$159,758.54)
WATS/800, Inc.	001803	CSTPII	\$4,800,000.00	\$400,000.00	\$60,560.68	(\$339,439.32)
WATS/800, Inc.	003612	CSTPII	\$600,000.00	\$50,000.00	50.00	(\$50,000.00)
Winback & Conserve	001583	CSTPII	\$3,000,000.00	\$250,000.00	\$264,717.51	\$14,717.51
Winback & Conserve	003631	CSTPII	\$960,000.00	\$80,000.00	\$260,436.83	\$108,436.83
Win-Back Center Inc.	003607	CSTPII	\$1,150,000.00	\$187,500.00	50.00	(\$187,500.00)
WorldTel Services, Inc	002647	CSTPII	\$1,200,000.00	\$100,000.00	\$47,381.10	(\$52,418.90)
CSTP Subtotals:			\$189,855,000.00	\$12,487,916.67	\$17,630,571.14	(\$14,854,691.14)

CONTRACT TARIFF AGGREGATORS						
800 Plus, Inc.	003621	CT-1081	\$24,000,000.00	\$2,000,000.00	\$2,216,047.03	\$216,047.03
American Tel Group	003378	CT-1081	\$9,000,000.00	\$750,000.00	\$651,919.23	(\$97,080.77)
The Hertz Corporation	003576	CT-435	\$3,600,000.00	\$300,000.00	\$157,071.70	(\$142,928.30)
Long Distance Direct	003577	CT-1081	\$1,200,000.00	\$100,000.00	\$99,378.90	(\$621.10)
Mid-Com Commun, Inc.	003541	CT-969			\$10,073.06	
Mid-Com Commun, Inc.	003542	CT-969			\$1,005,306.33	
Mid-Com Commun, Inc.	003543	CT-969			\$956,257.83	
Mid-Com CT Total			\$45,000,000.00	\$3,750,000.00	\$1,971,637.22	(\$1,778,362.78)
CT Subtotals:			\$82,860,000.00	\$6,900,000.00	\$5,897,054.08	(\$1,802,945.92)

PLANS MIGRATING TO CONTRACT TARIFF						
American Tel Group	001584	CSTPII	\$12,000,000.00	\$1,000,000.00	\$6,380.72	(\$993,619.28)
Equal Net Commun	002717	CSTPII	\$4,800,000.00	\$400,000.00	\$61,377.15	(\$338,622.85)
Long Distance Direct	003427	CSTPII	\$1,200,000.00	\$100,000.00	\$114.50	(\$99,885.50)
Mid-Com Commun, Inc.	001745	CSTPII	\$13,000,000.00	\$2,750,000.00	\$23,865.45	(\$2,726,134.55)
Mid-Com Consultants	001701	CSTPII	\$13,000,000.00	\$2,750,000.00	\$35,743.31	(\$2,714,256.69)
Network Plus, Inc.	001903	CSTPII	\$24,000,000.00	\$2,000,000.00	\$73,460.30	(\$1,926,531.70)
Network Plus, Inc.	003082	CSTPII	\$4,800,000.00	\$400,000.00	\$125,135.31	(\$174,864.69)
Network Plus, Inc.	003083	CSTPII	\$3,000,000.00	\$250,000.00	\$334,198.59	\$84,198.59
U.S. Fibercom	001792	CSTPII	\$1,200,000.00	\$100,000.00	\$4,345.14	(\$95,654.86)
Migrating to CT Subtotal			\$117,000,000.00	\$9,750,000.00	\$764,630.47	(\$8,983,369.53)
Total CSTP & CT			\$549,655,000.00	\$49,137,916.67	\$23,512,255.69	(\$15,643,006.79)